



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CHERRY CREEK PROPERTY SERVICES LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes

CNC

Introduction

This teleconference hearing was scheduled in response to an Application by the Tenant to cancel a One Month Notice to End Tenancy for Cause (the "One Month Notice").

An agent for the Landlord (the "Landlord") attended the hearing while no one called in for the Tenant. The hearing was scheduled for 11:00 am on May 8, 2018 and the conference call line remained open until 11:15 am when the call was ended.

The Landlord confirmed receipt of the Tenant's Notice of Dispute Resolution on March 5, 2018 along with the Tenant's evidence package. The Landlord also confirmed that their evidence was served to the Tenant.

Issue(s) to be Decided

Should the One Month Notice to End Tenancy be set aside?

Background and Evidence

The One Month Notice was served to the Tenant on February 24, 2018 by posting on the door of his rental unit. As per Section 90 of the *Residential Tenancy Act* (the *Act*), the One Month Notice is deemed to have been received on February 27, 2018. The effective end of tenancy date on the One Month Notice was March 31, 2018.

The reason for the One Month Notice was listed as follows:

- Tenant or a person permitted on the property by the tenant has:
 - Significantly interfered with or unreasonable disturbed another occupant or the landlord

- Breach of a material term of the tenancy agreement that was not corrected within a reasonable time after written notice to do so

Analysis

During the hearing, the Landlord asked that the company name be listed as the respondent instead of a company agent's name. I agreed with this change and thus made the amendment to the application, changing the respondent from an individual name to the name of the company that is the Landlord, pursuant to Section 64(3) of the *Act*.

Rule 7.3 of the Rules of Procedure states that if a party does not attend a hearing, the hearing may continue in their absence or the application may be dismissed. As the Tenant did not call into the hearing during the 15 minute duration, I dismiss the Tenant's application without leave to reapply.

In reviewing the One Month Notice, I find that it meets the requirements of Section 52 of the *Act*. As stated by Section 55 of the *Act*, if a notice to end tenancy complies with Section 52 and a Tenant's application is dismissed, I must grant an Order of Possession. As such, I grant an Order of Possession to the Landlord, effective on May 31, 2018 at 1:00 pm. The Landlord must serve this Order of Possession upon the Tenant.

Conclusion

The Tenant's application is **dismissed** without leave to reapply.

I grant an **Order of Possession** to the Landlord effective **on May 31, 2018 at 1:00 pm**. This Order must be served upon the Tenant as soon as possible. Should the Tenant fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: May 08, 2018

Residential Tenancy Branch